

**Truth in Lending****YES****NO**General

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|----|---|-------|-------|
| 1. | Has the institution assigned clear and definite compliance responsibilities to specific officers and other staff?   | _____ | _____ |
| 2. | Has the institution established internal procedures and controls (forms, instructions, etc.) reasonably adapted to assure compliance with applicable requirements?  | _____ | _____ |
| 3. | Have those responsible for compliance received training that is adequate as to the requirements and proscriptions of Regulation Z procedures and practices (use of forms, computations to be made, etc.) necessary to achieve compliance? | _____ | _____ |
| 4. | Has the institution established a review mechanism (compliance committee, internal or external auditor review, etc.) designed to monitor the effectiveness of the institution's efforts to comply with Regulation Z?                      | _____ | _____ |

Open-End Credit

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|----|---|-------|-------|
| 1. | Does the institution make the required open-end credit disclosures clearly and conspicuously in a form the consumer may keep? (226.5(a)(1))   | _____ | _____ |
| 2. | Do the terms "financial charge" and "annual percentage rate", when required to be disclosed with a corresponding amount or percentage, appear more conspicuously than any other required disclosure? (226.5(a)(2))                          | _____ | _____ |
| 3. | Does the institution furnish initial disclosure statements to new account customers before the first transaction is made under the open-end plan? (226.5(b)(1))   | _____ | _____ |
| 4. | Do the initial disclosure statements furnished under each open-end plan contain the following, as applicable:   |       |       |
| a. | An accurate description of when finance charges began to accrue, including an explanation of whether any period exists within which any credit extended may be repaid without incurring a finance charge? (226.6(a)(1))                     | _____ | _____ |
| b. | A disclosure of each periodic rate that may be used to compute the finance charge, the range of balances to which each is applicable, the corresponding annual percentage rate(s), and variable rate features, if applicable? (226.6(a)(2)) | _____ | _____ |
| c. | If different periodic rates apply to different types of transactions, the types of transactions to which each periodic rate applies? (226.6(a)(2))  | _____ | _____ |

- d. An explanation of the method used to determine the balance on which the finance charge may be computed? (226.6(a)(3)) \_\_\_\_\_
- e. An explanation of how the amount of any finance charge will be determined? (226.6(a)(4)) \_\_\_\_\_
- f. A statement of the amount of any charge other than a finance charge or how the charge will be determined? (226.6(b)) \_\_\_\_\_
- g. A statement that the institution has or will acquire a security interest in property purchased under the plan, or in any other property identified by item or type? (226.6(c)) \_\_\_\_\_

**Truth in Lending – Open-End Credit (continued)****YES****NO**

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|----|---|-------|-------|
| h. | A statement that outlines the consumer's rights and the institution's responsibilities regarding the right of a card holder to assert claims or defenses against a card issuer and the procedure for the resolution of billing errors? (226.6(d)) | _____ | _____ |
| 5. | Do the periodic statements furnished to consumers under each open-end credit plan disclose the following, as applicable:  |       |       |
| a. | The balance in the account at the beginning of the billing cycle? (226.7(a))  | _____ | _____ |
| b. | An identification of each transaction on or with each periodic statement? (226.7(a) and 226.8)  | _____ | _____ |
| c. | The amount and date of any credit to the account? (226.7(a))  | _____ | _____ |
| d. | Each periodic rate used to compute the finance charge, the range of balances to which each is applicable, the corresponding annual percentage rate(s), and that the periodic rate may vary in variable rate contracts? (226.7(d))                 | _____ | _____ |
| e. | If different periodic rates apply to different types of transactions, the types of transactions to which each periodic rate applies? (226.7(d))   | _____ | _____ |
| f. | The balance amount to which each periodic rate was applied and an explanation of how that balance was determined? (226.7(e))  | _____ | _____ |
| g. | If a balance is determined without first deducting all credits and payments made during the billing cycle, that fact and the amount of the credits and payments? (226.7(e))   | _____ | _____ |
| h. | The amount of any finance charge debited or added to the account during the billing cycle using the term "finance charge"? (226.7(f))   | _____ | _____ |
| i. | The components of the finance charge individually itemized and identified to show the amount(s) due to the application of a periodic rate and the amount(s) of any other type of finance charge? (226.7(f))                                       | _____ | _____ |
| j. | If a finance charge was imposed during the billing cycle, the annual percentage rate(s) using the term "annual percentage rate"? (226.7(g))   | _____ | _____ |
| k. | The amounts, itemized and identified by type, of any charges other than finance charges debited to the account during the billing cycle? (226.7(h))   | _____ | _____ |
| l. | The closing date of the billing cycle and the account balance on that date? (226.7(i))  | _____ | _____ |

- m. The date by which or period within which the new balance or any portion of that balance must be paid to avoid additional finance charges? (226.7(j)) \_\_\_\_\_
  - n. The address to be used for notice of billing errors? (Alternatively, the address may be provided, as permitted under Section 226.9(a)(2), on the summary statement billing rights.) (226.7(k)) \_\_\_\_\_
6. Does the institution furnish a proper statement of billing rights in a timely fashion? (226.9(a)) \_\_\_\_\_

**Truth in Lending – Open-end Credit (continued)****YES****NO**

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|-----|--|-------|-------|
| 7.  | If the terms of any open-end credit accounts were changed since the date of the previous examination, did the institution comply with the advance notice requirements? (226.9(c))  | _____ | _____ |
| 8.  | Does the institution credit payments as of the date of receipt (unless a delay in crediting does not result in the imposition of a finance or other charge)? (226.10(a))   | _____ | _____ |
| 9.  | Are statements received from merchants for refunds credited to customers' accounts within three business days of receipt? (226.12(e)(2))   | _____ | _____ |
| 10. | If credit balances in excess of \$1 are created in consumer accounts, does the institution credit the balance amounts to those accounts, refund the amounts upon receipt of a written request and make an effort to refund the amounts after six months without receipt of request? (226.11)                         | _____ | _____ |
| 11. | Does the institution issue credit cards only in response to oral or written requests, applications, or as renewals of or substitutes for accepted credit cards? (226.12(a))  | _____ | _____ |
| 12. | Does the institution adhere to the \$50 liability limit for unauthorized use? (226.12(b))  | _____ | _____ |
| 13. | Does the institution observe the card holder's right to assert against the institution claims and defenses which the card holder could assert against the merchant in a transaction? (226.12(c)(1))  | _____ | _____ |
| 14. | Does the institution avoid reporting any disputed amount as delinquent before the dispute is settled or judgment is rendered? (226.12(c)(2))   | _____ | _____ |
| 15. | Does the institution observe requirements which prohibit the offset of any credit card indebtedness against the deposit accounts of card holders? (226.12(d)(1))   | _____ | _____ |
| 16. | Are merchant agreements or arrangements void of any prohibitions or restrictions on the offering of discounts to cash customers or of tie-in arrangements as a condition of participation in a credit card plan? (226.12(f)(1) and (2))  | _____ | _____ |
| 17. | Does the institution follow the billing error resolution procedures, including applicable time limits? (226.13)  | _____ | _____ |
| 18. | If a security interest is or will be retained or acquired in a consumer's principal dwelling as a result of advances under an open-end credit plan, does the institution follow the applicable rescission procedures, including furnishing the notice of the right to rescind and delaying its performance? (226.15) | _____ | _____ |

Closed-End Credit

1. Does the institution routinely furnish completed disclosure statements before consummation and, in the case of residential mortgage transactions subject to RESPA, are good faith estimates of the required disclosures furnished within three business days of receipt of a written application but in no even later than consummation? (226.17(b) and 226.19(a))
2. Does the institution group the required disclosures together, segregated from other material, and are the disclosures made clearly and conspicuously in writing in a form the consumer may keep? (226.17(a)(1))

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<b>Truth in Lending – Closed-End Credit (continued)</b>		<b>YES</b>	<b>NO</b>
3.	Is any itemization of the amount financed separated from the segregated disclosures? (226.17(a)(1))	_____	_____
4.	Do the terms "finance charge" and "annual percentage rate", when required to be disclosed with a corresponding amount or percentage rate, appear more conspicuously than any other disclosure? (226.17(a)(2))	_____	_____
5.	Are the following disclosures made accurately and in the manner prescribed:		
a.	The identity of the creditor making the disclosures? (225.18(a))	_____	_____
b.	The "amount financed", using that term, and a brief description, such as "the amount of credit provided to you or on your behalf"? (226.18(b))	_____	_____
c.	A separate, written itemization of the amount financed except where there is included a statement that the consumer has the right to receive a written itemization and the consumer has not indicated in a space provided that such itemization is desired? (226.18(c))	_____	_____
d.	The "finance charge", using that term, and a brief description, such as "the dollar amount the credit will cost you"? (226.18(d))	_____	_____
e.	The "annual percentage rate", using that term, and a brief description, such as "the cost of your credit as a yearly rate"? (226.18(e))	_____	_____
f.	The variable rate disclosures if the annual percentage rate may increase after consummation? (226.18(f))	_____	_____
g.	The number, amounts, and timing of payments scheduled to repay the obligation? (226.18(g))	_____	_____
h.	The "total of payments", using that term, and a descriptive explanation, such as "the amount you will have paid when you have made all scheduled payments"? (226.18(h))	_____	_____
i.	If the obligation has a demand feature, that fact and also that the disclosures are based on an assumed maturity of one year if no alternate maturity date is stated? (226.18(i))	_____	_____
j.	In a credit sale, the "total sale price", using that term, and a descriptive explanation (including the amount of any downpayment), such as "the total price of your purchase on credit, including your downpayment of \$_____"? (226.18(j))	_____	_____

- k. If the obligation includes a finance charge computed from time to time by application of a rate to the unpaid principal balance, a statement indicating whether a penalty may be imposed if the obligation is prepaid in full or alternatively, if the obligation includes any other type of finance charge, a statement indicating whether the consumer is entitled to a rebate of any finance charge if the obligation is prepaid in full? (226.18(k))
- l. Any dollar or percentage charge that may be imposed before maturity due to a late payment? (226.18(l))

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<b>Truth in Lending – Closed-End Credit (continued)</b>		<b>YES</b>	<b>NO</b>
m.	The fact that the creditor has or will acquire a security interest in property purchased as part of the transaction, or in other property identified by item or type? (226.18(m))	_____	_____
n.	The disclosures required to exclude certain insurance premiums from the finance charge? (226.18(o))	_____	_____
o.	A statement that the consumer should refer to the appropriate contract document for information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties? (226.18(p))	_____	_____
p.	In a residential mortgage loan transaction, a statement whether a subsequent purchaser of the dwelling may be permitted to assume the remaining obligation on its original terms? (226.18(q))	_____	_____
q.	If the institution requires the consumer to maintain a deposit as a condition of the specific transaction, a statement that the annual percentage rate does not reflect the effect of the required deposit? (226.18(r))	_____	_____
6.	Does the institution make the required disclosures for refinancing? (226.20(a))	_____	_____
7.	Does the institution make the required disclosures for assumptions? (226.20(b))	_____	_____
8.	If credit balances in excess of \$1 are created in consumer accounts, does the institution:		
	• Credit the balance amounts to the consumer accounts?	_____	_____
	• Refund the amounts upon receipt of a written request?	_____	_____
	• Make a good faith effort to refund the amounts after six months without receipt of any request? (226.21)	_____	_____
9.	For any credit transactions that give rise to the right of rescission, does the institution comply with applicable requirements, including furnishing the notice of the right to rescind to each party having ownership interest in the principal dwelling and delaying its performance? (226.23(a), (b), (c) and (d))	_____	_____
10.	If any consumers waived their right to rescind, do the dated statements describing the personal financial emergencies justify the waivers? (226.23(e))	_____	_____
11.	Were the waivers written, not on a printed form, and signed by each consumer entitled to rescind? (226.23(e))	_____	_____
12.	Does the institution comply with the terms of variable rate contracts concerning determination and charging of interest? (226.18(f))	_____	_____

Advertising (Open-End and Closed-End)

1. Do any advertisements placed by the institution state only rates or other terms that were actually being offered at the time? (226.16(a) and 226.24(a)) \_\_\_\_\_
2. If "triggering terms" were advertised, were the other prescribed credit terms disclosed? (226.16(b) and 226.24(c)) \_\_\_\_\_

<b>Truth in Lending – Advertising (Open-End and Closed-End) (continued)</b>		<b>YES</b>	<b>NO</b>
3.	If any annual percentage rate was subject to increase after consummation, was that fact disclosed? (226.16(b) and 226.24(b))	_____	_____
4.	Were all rates of finance charge expressed only as an "annual percentage rate", using that term? (226.16(b)(2) and 226.24(b)(2))	_____	_____
5.	For advertisements of closed-end credit, if a simple annual rate or a periodic rate applied to an unpaid balance was stated, did it appear along with (but not more conspicuously than) the annual percentage rate? (226.24(b))	_____	_____

**Miscellaneous (Open-End and Closed-End)**

1.	Does the institution retain evidence of compliance for two years after the date disclosures were required to be made or other action was required to be taken? (226.25(a))	_____	_____
2.	Is the institution making proper oral disclosures in response to consumer inquiries about the cost of open-end and closed-end credit? (226.26)	_____	_____